

Contract no. 1644

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
OCT 17 1990

RUTGERS UNIVERSITY

Agreement Between  
Little Egg Harbor Township Board of Education  
and  
Little Egg Harbor Township Cafeteria Workers Association  
for  
July 1, 1990 - June 30, 1992

0907N-NDC 4/12/91

PREAMBLE

This Agreement is entered into this \_\_\_\_ of April, 1991, by and between the Little Egg Harbor Township Board of Education, hereinafter called the "Board," and the Little Egg Harbor Township Cafeteria Workers Association, hereinafter called the "Association." This agreement shall become effective retroactive to July 1, 1990.

ARTICLE I

RECOGNITION

- A. 1. The Little Egg Harbor Township Board of Education hereby recognizea the Little Egg Harbor Township Cafeteria Workers Aassociation as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Food Service Workers acheduled to work at least four (4) hours each student day.
2. Confidential employees, supervisory employees, and any employee in a position classification other than one which is indicated in "1", above, are excluded from this unit.
- B. Unleaa otherwiaa indicated, the term "employee," when used hereinafter in this agreement, ahall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, free of charge, all available public information to which it is entitled by law.
- B. Whenever any employee is mutually scheduled by the parties to participate in negotiations or grievance proceedings, during working hours, he/she shall suffer no loss in pay.
- C. With the advance approval of the Chief School Administrator, representatives of the Association shall be permitted to perform Association business on school property provided that such shall not interfere with or interrupt normal cafeteria operations or other scheduled use of the building/facilities, .
- D. The Association shall have in each school cafeteria the use of a bulletin board. Copies of all materials posted on such bulletin boards by the Association shall be transmitted to the building principal, but no approval shall be required for posting. The Board and its representatives shall have the right to post communications on the Association bulletin boards. Posted materials shall not be offensive to nor derogatory in nature toward the Board of Education or its members, community members, administrative personnel, students, or any individual or group of employees.
- E. The Association shall have the right to use intra-school mail facilities and school mailboxes for Association business.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim, involving terms and conditions of employment, by an employee or by the Association based upon the interpretation, application, or violation of the negotiated agreement, Board policies, or administrative decisions.

2. Grievant

A "grievant" is the person, persons, or the Association claiming a grievance.

3. Party in Interest

A "party in interest" is the grievant, the Association, the Board, and any person who might be required to take action in order to resolve the grievance.

B. Purpose

The purpose of a grievance is to secure the rights of the parties. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the levels by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced with mutual consent so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. Level one - Principal or Immediate Supervisor

An employee with a grievance may submit it within seven (7) calendar days of the date of the incident which gave rise to the grievance. The grievance must be submitted, in writing, to her/his principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the grievance informally.

4. Level Two - Superintendent of Schools

If the grievant is not satisfied with the disposition of her/his grievance at Level One, he/she may file a written appeal to the Superintendent. Such appeal must be submitted within seven calendar days of the date of the Level One response, or if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level One.

The Superintendent shall acknowledge receipt of the grievance and shall schedule a hearing with the grievant, at which time the Superintendent shall hear the position of the grievant and shall consider the relief sought. The Superintendent shall render his decision to the grievant, in writing, not more than fourteen (14) calendar days after the hearing.

5. Level Three - Board of Education

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may request that the Association appeal the grievance to the Board. Such appeal by the Association must be submitted within seven calendar days of the date of the Level Two response, or if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level Two.

The Board, a committee thereof, or its designees may conduct a hearing with the grievant within thirty (30) calendar days of the date the grievance is appeal, in writing, to the Board. The Board shall render its decision not more than thirty (30) calendar days of the date it receives the written grievance appeal, if a hearing is not held, or within thirty (30) calendar days of the date of the hearing.

D. Rights of Employees to Representation

A grievant may be represented at all stages of the procedure by herself/himself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at Level Two and all subsequent levels.

E. Reprisals

No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration or of the Association against any party in interest, any representative, any member of the Association, or any person for participation in or non-participation in a grievance.



F. Miscellaneous

1. Written Decisions

All decisions shall be in writing. Such written decisions shall be transmitted promptly to all parties in interest and to the Association.

2. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Grievance Forms

Forms for filing grievances shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Cost for the preparation of said forms shall be borne equally by the Association and the Board.

ARTICLE IV

WORK YEAR

- A. The work year for employaes shall be one hundred eighty (180) workdays. In addition, employees may be required to work up to five (5) additional workdays. Each employee shall be compensated for hours worked on such additional workdays at her/his regular hourly rate or, at the option of the Board, by an equal number of hours off, with pay, on days to be designated by the Board.
- B. Hours not worked when employees are dismissed early, such as on student early dismissal days, may be used for staff meetings and for training. Except in the case of a sudden need, if any such meeting or training is scheduled for a day other than the student early dismissal day, the Association shall be consulted prior to the scheduling of such training or meeting and, when possible, staff shall be informed of the specific times and date(s) of such training or meeting at least two or more weeks in advance. Such training and/or meetings may occur on, prior to, or after the day(s) when staff is to be dismissed early.
- C. When an employee is directed to attend out-of-district training programs or workshops, by the Superintendent or his designee, he/she shall be paid her/his straight-time hourly rate commencing with sign-in and ending with sign-out at the program or workshop but not for more hours than pre-approved by the Superintendent or his designee. In the event such training or workshop is scheduled for a regular workday, the employee shall be guaranteed a minimum of a regular day's pay, but the employee may be required to perform regular work for the portion of the day that the training or workshop schedule permits.

ARTICLE V

WORKDAY

- A. Each employee's regular workday shall be at least four (4) hours in duration, not including an unpaid meal break, and shall not exceed eight (8) hours. The Board shall determine the specific workday for each employee.
- B. Employees shall be entitled to a fifteen (15) minute duty free lunch break, each day.
- C. Employees shall be required to sign-in and sign-out each day. Each employee's actual hours of work shall be recorded on the sign-in/sign-out sheets.

ARTICLE VI

COMPENSATION

- A. Salaries: Salary guides are detailed in Appendix "A" which is considered to be a part of this agreement.

B. Compensation for Extra Functions

Whenever an employee is assigned by the district to perform cafeteria duties outside the hours of the regularly scheduled workday, including, but not limited to, evening and weekend functions, he/she shall be compensated at the rate established in Appendix "A" of this agreement.

C. Uniforms

Employees shall be required to wear uniforms. The official uniform shall meet the approval of the Board and shall include white shoes.

D. Pay for Unused Sick Leave upon Retirement

An employee who is immediately eligible to receive annuity payments from the state pension system and who has been employed by the Little Egg Harbor Township Board of Education for twenty (20) or more years shall be eligible to receive Terminal Leave Compensation for accumulated unused sick leave provided said employee:

1. Notifies the Board, in writing, on or before January 2, of their intention to retire at the end of that school year;
2. Actually files retirement form(s) with the New Jersey Public Employees Retirement System; and,
3. Has at least fifty (50) accumulated unused sick leave days at the end of his/her last workday.

For every two (2) days of accumulated unused sick leave the retiree shall be paid her/his per diem salary rate or \$70.00, whichever is less.

ARTICLE VII

EMPLOYEE INSURANCE BENEFITS

A. Health Insurance

The Board shall pay 100% of the premium required for the enrollment of an employee and her/his eligible dependents, if any, in the district's health insurance program.

Employees may elect to enroll in one of the district's HMO programs in lieu of the district's basic health insurance program. For such employees the Board shall contributed the same dollar amount per month that it would have paid toward enrollment in the basic health insurance program. Additional premium amounts due, if any, shall be deducted from each participating employees's paychecks.

B. Dental Insurance

For the life of this agreemsnt ths Board shall pay 100% of the premiums required for the enrollment of an employee in the district's dental insurance program. Ths district's maximum premium payment for any employee shall be capped at the premium rate in effect on the last day of this agreemsnt. Additional premium amounts due, if any, shall be deducted from employess' paychecks.

C. Employees Scheduled to Work less than Five (5) Days per Week

The district's premium payments for enrollment in any of the insurance programs shall be prorated for employees scheduled to work less than five (5) days during each regular full student week.

D. New Employees' Enrollment

The effective date of enrollment in any of the district's employee insurance programs shall be the first day of the month following thirty (30) or more calendar days of active employment.

ARTICLE VIII

TEMPORARY PAID LEAVE

A. Sick Leave

Employees shall be entitled to ten (10) accumulative and two (2) non-accumulative sick days per year with no loss of salary. The two non-accumulative days shall be used only after the ten accumulative days have been exhausted each year. Unused accumulative sick days may accrue from year to year.

B. Personal Leave

Employees shall be entitled to up to three (3) days per year for emergencies or personal business. Requests for leave must be submitted, in writing, to the Superintendent at least three (3) days in advance and the reason for the requested time off and justification of the unavoidable conflict with regular work hours must be stated. In an emergency, the Superintendent may approve requests submitted less than three (3) days in advance. Unused personal leave days shall not accumulate.



C. Bereavement Leave

In the case of a death in any employee's immediate family, or the immediate family of the employee's spouse, the employee shall be granted, when necessary, leave for up to four (4) workdays in the seven (7) calendar day period immediately following the date of death.

Immediate family shall be defined as father, mother, spouse, child, brother, sister, or any close relative residing in the household. In the event of the death of a relative not listed above, one (1) day shall be granted to attend funeral or memorial services.

D. Family Illness

Employees may be granted up to four (4) days for the critical or terminal illness of a member of the employee's immediate family as defined above, under "Bereavement Leave." A written statement from the attending physician verifying the seriousness of the illness shall be required.

E. Court Order

In case of absence from school caused by court subpoena directly related to an employee's official district duties, no deduction from salary shall occur provided such subpoena is filed with the Superintendent prior to the date of absence.

F. Other Leaves

Nothing in this section shall prevent the Board from granting other temporary leaves for good and sufficient reason. Such leaves may be with or without pay.

G. Employees Scheduled to Work less than Five (5) Days per Week

Paid temporary leave for employees scheduled to work less than five (5) days per week shall be prorated.

H. Jury Duty

Employees called for Jury duty shall not suffer a pay loss for the period of such jury service provided the employee requests, in writing, and is denied a postponement of jury services until the summer recess period and submits copies of the request and denial to the Board. Employees shall receive their regular day's pay for each day of jury duty but must reimburse the district the amount of any jury pay received.

ARTICLE IX

EXTENDED UNPAID LEAVES OF ABSENCE

Each employee shall be eligible for an unpaid leave of absence for military service pursuant to statute.

Employees shall be eligible for an unpaid leave of absence for family matters pursuant to the New Jersey Family Leave Act.

ARTICLE X

MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could be the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. If any of the provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or applications shall continue in full force and effect.
- D. Copies of this agreement shall be reproduced and distributed within thirty (30) days of its signing by the presidents of the respective groups. The cost of reproduction shall be borne by the Board.

- E. The probationary period for a new employee shall be six (6) months. An employee whose employment is terminated by the Board within the six month probationary period shall not have the right to grieve such termination under Art. III of this agreement.
- F. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by the Association - To:
  2. If by the Board - To:
- G. The Board reserves jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district; and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations; (5) to determine the methods, means and personnel by which such operations are to be conducted; (6) to determine work schedules and to order overtime; and (7) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Little Egg Harbor Twp. B.O.E. and Cafeteria Employees Association: 1990-1993

- H. No Association member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- I. For the duration of this agreement the Board agrees not to negotiate with any organization other than the Little Egg Harbor Township Cafeteria Employees Association over matters relating to the terms and conditions of employment of employees in this unit.

Appendix "A" - Wages

A. Salary Guides

The minimum and maximum hourly salary rates for Food Service Workers for each year of this agreement shall be as follows:

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
Minimum:	\$6.50/hr.	\$6.70/hr.	\$6.90/hr.
Maximum:	\$11.17/hr.	\$11.84/hr.	\$12.40/hr.

1990-1991

Effective July 1, 1990 each employee who has served for six (6) or more months in the prior fiscal year and who has been rated "satisfactory" for such service shall receive a salary rate increase of 6.0%.

1991-1992

Effective July 1, 1991 each employee who has served for six (6) or more months in the prior fiscal year and who has been rated "satisfactory" for such service shall receive a salary rate increase of 6.0%.

1992-1993

Effective July 1, 1992 each employee who has served for six (6) or more months in the prior fiscal year and who has been rated "satisfactory" for such service shall receive an increase of \$0.56 per hour.

B. Compensation for Extra Functions

Compensation for extra functions shall be as follows:

1990/91 - \$10.00 per hour.  
1991/92 - \$10.00 per hour.  
1992/93 - \$10.00 per hour.

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ARTICLE XI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1992.
- B. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by the Board Secretary.

FOR THE ASSOCIATION

FOR THE BOARD

Rosalie Cusumano

President

Date

Kathie M. Lind

President

4/29/91

Date

Irene Vao

Secretary

Date

Elizabeth A. Story

Secretary

4/29/91

Date

0907N NDC 4/12/91